

DEPARTMENT OF THE NAVY
Office of the Chief of Naval Operations
Washington, DC 20350-2000

OPNAVINST 5726.3C
OP-613/OP-09B2
28 May 1992

OPNAV INSTRUCTION 5726.3C

From: Chief of Naval Operations
To: All Ships and Stations (Less Marine Corps field addressees not having Navy personnel attached)
Subj: PROJECT HANDCLASP
Encl: (1) Waiver Agreement

by U.S. Navy and Marine Corps personnel on behalf of American citizens to needy people overseas. As a secondary purpose, Project Handclasp may accept and arrange space-available transportation of material consigned to the Foundation from organizations or individuals who desire transportation to specified recipient organizations overseas. The types of material considered appropriate for distribution through Project Handclasp include:

1. Purpose. To reissue policy concerning Project Handclasp (PH), an official U.S. Navy program which coordinates transportation and delivery of humanitarian, educational, and goodwill material donated to the Project Handclasp Foundation, Inc., (Foundation) by private citizens and charitable organizations throughout the United States for distribution to needy recipients in foreign countries. This instruction is a substantial revision and should be reviewed in its entirety.

2. Cancellation. OPNAVINST 5726.3B.

3. Background and Scope

a. Since the inception of Project Handclasp in 1959, distribution of humanitarian, educational, and goodwill material to disadvantaged people in foreign countries has greatly enhanced perceptions of the United States and the U.S. Navy. Through direct person-to-person contact in the conduct of community relations endeavors, Project Handclasp plays a vital role in enabling the Navy to carry out its mission of fostering peace and goodwill by promoting international friendship and trust. It has simultaneously allowed U.S. Navy personnel to gain insight and appreciation of diverse cultures and quality of life of people of other nations.

b. The primary purpose of Project Handclasp is to receive, collect, consolidate and store humanitarian, educational, and goodwill material donated to the Foundation for transportation on naval vessels and distribution

(1) Material to supplement basic necessities; e.g., food, clothing, treadle sewing machines and supplies, hand tools, light building material, hygienic supplies, and medical equipment and supplies.

(2) Educational material; e.g., textbooks, library books, magazines (pictorial preferred), school supplies, and audiovisual aids.

(3) Recreational material for children; e.g., toys, athletic and playground equipment.

(4) Overseas port visit mementos: e.g., souvenirs, and mementos of visits aboard ship.

c. Project Handclasp Foundation, Inc. has been formed to support Project Handclasp by accepting and taking legal title to all donations intended for distribution to needy people by Project Handclasp. Donations collected by Project Handclasp do not become property of the U.S. Navy, but are merely transported and distributed for the donors to needy people in accordance with this instruction.

4. Organization

a. The Western Hemisphere Plans and Policy Branch (OP-613) of the office of the Deputy Chief of Naval Operations (DCNO) (Plans, Policy, and Operation) (OP-06) is the program sponsor and provides Office of the Chief of Naval Operations (OPNAV) guidance for Project Handclasp.

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b. The Resource Management Branch (OP-09B23) in the office of the Assistant Vice Chief of Naval Operations (AVCNO) (OP-09B) serves as resource sponsor for Project Handclasp. The Assistant for Project Handclasp (OP-09B2H) executes OPNAV policy, exercises primary responsibility for the effective management of Project Handclasp operations, and serves as the Director, Project Handclasp (Director). OP-09B2H is a detachment of the OPNAV Support Activity located at U.S. Naval Base, San Diego, California. The mailing address for the Director, Project Handclasp is c/o Commander, Naval Base San Diego, San Diego, CA 92132-5180. (Phone: (619) 532-1492, DSN 522-1492; Message address: DIRECTOR PROJECT HANDCLASP SAN DIEGO CA)

c. Project Handclasp Foundation, Inc. is a nonprofit public benefit corporation incorporated under the laws of the State of California and is exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

5. Responsibilities

a. Director, Project Handclasp (Director) is responsible for day-to-day operation of Navy's Project Handclasp and is the Navy's liaison to the Foundation and other charitable organizations or individuals. In all matters not otherwise provided for in this instruction the Director shall act in accordance with the Memorandum of Understanding between the U.S. Navy's Project Handclasp and Project Handclasp Foundation, Inc.

b. Project Handclasp Foundation, Inc., supports Project Handclasp by accepting, controlling, and managing contributions, donations, grants, services, bequests, and gifts of money and real or personal property from individuals, corporations, U.S. government agencies or other private or public organizations to be redistributed to foreign people in need through the Navy's Project Handclasp.

c. Project Handclasp Coordinators are naval personnel assigned by various naval shore

activities to assist the Director. Coordinators in the Continental United States (CONUS) and Hawaii assist the Director in the collection, storage, and transportation of material. Overseas coordinators arrange storage and appropriate distribution of Project Handclasp material.

6. Policy

a. The concept for distribution of Project Handclasp material centers on a people-to-people vice a government-to-government relationship. Whenever possible, distribution of material should be made directly to intended recipients by U.S. Navy and Marine Corps volunteer personnel, representing the American people and the U.S. Navy.

b. Unconsigned material will be accepted by the Director, Project Handclasp and designated CONUS coordinators. Unconsigned material is material donated to the Foundation for general distribution overseas. Such material must be in good condition and appropriate for distribution overseas. Contributions of large quantities of unusual material may be accepted by the coordinator at the location where donated only with the approval of the Director.

c. Consigned material may be accepted only by the Director, Project Handclasp. Consigned material is material that organizations or individuals provide to the Foundation for transportation through Project Handclasp to the port of debarkation unless the material is to be distributed by U.S. Navy or Marine Corps personnel. Such requests for the transportation of consigned material will be accepted only as follows:

(1) The Director will ascertain whether the requestor is an individual or organization whose objectives and purposes are not prejudicial to the interests of the United States Government and whether the material is within the purpose and scope of Project Handclasp and otherwise acceptable. Approval of requests will be based

on availability of warehouse space and the high probability of opportune, space-available transportation to the requested recipients.

(2) Before accepting any consigned material, the Director will advise requestors of the following:

(a) Transportation will be on a space-available, not-to-interfere with naval operations basis. No absolute assurance will be given that the material will be delivered to the requested recipients or ultimate destination.

(b) The date the material is required and/or can be accepted at the Project Handclasp warehouse (or other location as specified by the Director) and the packing and marking requirements. All expenses of delivery to the warehouse shall be the responsibility of the requestor unless such transportation is otherwise provided in accordance with this instruction.

(c) If the material is not to be distributed by U.S. Navy or Marine Corps personnel, the requestor must identify the receiving agent for the requestor at the port of discharge and the arrangements to have the material delivered, at the requestor's or recipient's expense, to the agent when notified of arrival by the overseas Project Handclasp coordinator.

(d) Requestors will be required to obtain necessary U.S. export clearance and entry clearances into the foreign country concerned in advance of Foundation acceptance, should such clearance be required. It is the requestor's responsibility to ascertain whether such clearances are required.

(e) All donors shall be informed that Project Handclasp and the Foundation will assume no liability whatsoever for loss or damage to any consigned material. A waiver agreement (enclosure (1)) shall be signed by each donor of consigned material prior to acceptance for transportation.

(f) Shipments which are known to involve Navy transshipment overseas will not normally be accepted.

d. The Director may receive donations of money on behalf of the Foundation. Although it may temporarily take possession of cash or negotiable instruments as a matter of administrative convenience, Project Handclasp will, at no time, accept or purport to accept title or ownership of money on behalf of the U.S. Navy. As soon as practicable, and in any case not more than 10 working days from receipt, the Director shall deliver any donations of money to the President or Chief Financial Officer of the Foundation.

e. The Director will coordinate services for transportation, loading, and discharge of Project Handclasp material. Such services include receiving, storing, documenting, and arranging delivery of Project Handclasp material. All material donated to the Foundation for delivery by Project Handclasp will be transported to the Project Handclasp warehouse at the donor's or Foundation's expense unless the Director, in furthering the goals and objectives of Project Handclasp, determines otherwise. Any transportation and related services provided by the naval service are to be furnished on a non-reimbursable basis by fleet units or shore activities as designated. The Director will provide full documentation for all material shipped in order to ensure U.S. Embassy/DAO compliance with local laws related to handclasp materials.

f. The Director will arrange opportune lift by U.S. Navy vessels in accordance with applicable fleet directives. Arbitrary assignments of Project Handclasp material to individual units will be avoided. The consent of vessel commanding officers for acceptance of such material will normally be obtained prior to assignment.

g. The Director will inform the Chief of Naval Operations (OP-06) of requests that might raise national or international interest or implications. The Director shall not accept any

material for transportation that might embarrass the Department of the Navy or that might result in unwarranted publicity for a donor at the expense of the Department.

h. The Project Handclasp warehouse in San Diego and any temporary, nonfunded storage point designated, will carry out the following functions under the guidance of the Director:

(1) Receive, document, and make available to specified fleet units and overseas shore activities unconsigned material for Project Handclasp recipients.

(2) Receive, document, and make available to fleet units designated by the Director, consigned materials for opportune lift to specified locations overseas.

i. Project Handclasp shall maintain records of receipts, inventory, and disbursements for all material and money that are handled and transported by Project Handclasp. Such records may be reviewed by the Foundation, at least annually. In addition to any records required to be kept by the U.S. Navy, Project Handclasp will keep those records within its control as may be necessary for the Foundation to be able to meet any record keeping requirements necessary to demonstrate the Foundation's tax exempt status. Records must be maintained for three years after the end of calendar years.

7. Action

a. Fleet and Shore Establishment Commanders are requested to provide maximum support to Director, Project Handclasp, consistent with operational commitments and mission fulfillment, and to encourage maximum utilization of Project Handclasp material as an adjunct to overseas community relations programs. Command emphasis is required to promote better understanding of the concepts and intent of Project Handclasp and to ensure that the objectives of the program are realized. Direct distribution of Project Handclasp material by crew members and shore activity personnel, either by itself or in conjunction with community

relations repair/refurbishment projects, is strongly encouraged. In addition to CONUS positioned Handclasp materials, Handclasp materials are currently prepositioned at Naval Supply Center Pearl Harbor, Naval Supply Depot Yokosuka, Naval Station Panama Canal, and Naval Air Station Sigonella.

b. CONUS shore activities and appropriate fleet staffs shall, when requested by Director, Project Handclasp, assign an officer the collateral duty of Project Handclasp coordinator, with duties consisting of, but not limited to:

(1) Establishing and maintaining liaison with the Director, and ensuring that the Director has the coordinator's current name and phone number.

(2) Arranging temporary storage and transportation of unconsigned material to the Project Handclasp warehouse in San Diego, or to other locations as directed.

(3) Establishing adequate safeguards and procedures to ensure positive control and accountability of material. If practicable, and to the degree that it does not have adverse operational impact, covered secure storage should be provided.

(4) As a rule, CONUS coordinators accept unconsigned materials only, provided storage until space-available transportation to San Diego is available, and then ship the materials to San Diego. Occasions may arise when CONUS coordinators are requested to provide long-term storage for unconsigned materials. CONUS coordinators are requested to provide such storage when requested, consistent with primary mission needs.

c. Overseas shore activity commanders shall, when requested by the Director, assign a collateral duty Project Handclasp coordinator, to coordinate local distribution and supervise the storage and transfer of prepositioned Project Handclasp material. The coordinator's duties will include, but not be limited to: receiving, storing, accounting for and issuing Project

Handclasp material for subsequent distribution through area shore activity community relations programs; or in the case of consigned material, coordinating pickup by the designated recipients. If practicable, and to the degree that it does not have adverse operational impact, covered secure storage should be provided. In some instances, overseas coordinators (at the request of the Director) also assist by issuing to ships and overseas activities.

d. Commanding officers of ships having access to Project Handclasp material should encourage Navy and Marine Corps personnel to participate in distribution of Project Handclasp material in conjunction with overseas port visits.

e. Guidance for publicizing Project Handclasp activities will be promulgated by Fleet Commanders, bearing in mind the sensitivities of the individual countries in their geographic areas of responsibility and the necessity for coordinating publicity and distribution with the United States Information Service and other appropriate government agencies. While media coverage of Project Handclasp activities is desirable, the primary objective of the program is to assist needy persons and organizations overseas.

R. M. WALSH

Assistant Vice Chief of Naval Operations

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28 MAY 1992

WAIVER AGREEMENT

(DATE)

In consideration of the safeguarding or carriage, as the case may be, of the property herein described, I _____ (acting both individually and as the duly authorized agent of _____, the owner of said property, hereby agree that neither the carrying vessel or aircraft, nor the United States, nor any agency thereof, shall be liable for any damage to said property, or for any failure to deliver said property to the owner or consignee thereof in the same order and condition as when received by the initial depository vessel or aircraft, or for any delay in such delivery, if caused by the negligence of the United States or any agent thereof, or otherwise. I certify that required entry clearances into the foreign countries concerned have been obtained and that the appropriate certificates to that effect will accompany all cargo.

Donor's Signature _____

Donor's Name _____
(type or print)

Address _____

Telephone No. (Home) _____ (Office) _____

RECEIVING AGENT (Leave blank if same as ultimate recipient)

ULTIMATE RECIPIENT

Name: _____

Name: _____

Organization: _____

Organization: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

DESCRIPTION OF PROPERTY (continue on reverse if required)